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UNIVERSITY OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO: RESIDENTIAL
RENT STABILIZATION AND ARBITRATION BOARD

RULES AND REGULATIONS

* * * * *

Board Office: 170 Fell Street, Room 16
San Francisco, California 94102
621-RENT

Amended: March 1, 1984

LANDLORDS AND TENANTSPlease Note

The allowable annual rent increase for
March 1, 1985 though February 28, 1986 is 4%

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1 PART 1 DEFINITIONS

2 Section 1.10 Alternates

3 "Alternate" means an alternate member of the Rent
4 Stabilization and Arbitration Board. An alternate who is present
5 at a meeting of the Board shall act as member for all purposes
6 except election of officers whenever the member for whom the
7 alternate serves as alternate is not present or has been excused
8 from considering or voting on any matter, unless the alternate is
9 also excused.

10 Section 1.11 Anniversary Date

11 The anniversary date is the date on which the tenant's
12 current rent became effective. However, a rent increase granted
13 as a result of certification of capital improvements,
14 rehabilitation, and/or energy conservation work shall not affect
15 or change the anniversary date.

16 Section 1.12 Annual Rent Increase

17 (Amended 2/21/84; effective 3/1/84)

18 On or before March 1 of each year, the Board shall
19 publish the increase in the CPI for the preceding 12 months, as
20 made available by the U.S. Department of Labor. A landlord may
21 then impose an annual rent increase, not to exceed a tenant's
22 base rent by more than sixty percent (60%) of said published
23 increase. In no event, however, shall the allowable annual
24 increase be less than four percent (4%) or greater than seven
25 percent (7%).

26 Section 1.13 Capital Improvements

27 "Capital Improvements" means those improvements which
28 materially add to the value of the property, appreciably prolong

1 its useful life, or adapt it to new uses, and which may be
2 amortized over the useful life of the improvement of the
3 building. Capital Improvements do not include normal routine
4 maintenance and repair. (For example, the patching of a roof is
5 not a capital improvement while the partial or complete
6 replacement of the old roof is.) Capital Improvements otherwise
7 eligible are not eligible if the landlord charges a use fee such
8 as where the tenant must deposit coins to use a landlord-owned
9 washer and dryer

10 Section 1.14 Energy Conservation

11 Work performed pursuant to the requirements of Article 12
12 of the San Francisco Housing Code.

13 Section 1.15 Rental Units

14 "Rental Unit" means a residential dwelling unit in the
15 City and County of San Francisco and all housing services,
16 privileges, furnishings including parking facilities supplied in
17 connection with the use or occupancy of such unit which is made
18 available for occupancy by a tenant in consideration of the
19 payment of rent. The term does not include:

20 (a) Housing accommodations in hotels, motels, inns,
21 tourist homes, rooming and boarding houses, provided that at such
22 time as an accommodation has been occupied by a tenant for
23 thirty-two (32) continuous days or more, such accommodation shall
24 become a rental unit;

25 (b) dwelling units in a non-profit cooperative owned,
26 occupied, and controlled by a majority of the residents;

27 (c) housing accommodations in any hospital, convent,
28 monastery, extended care facility, asylum, non-profit home for

1 the aged, or in dormitories owned and operated by an institution
2 of higher education, a high school, or an elementary school;

3 (d) dwelling units whose rents are controlled or
4 regulated by any government unit, agency, or authority excepting
5 those unsubsidized and/or unassisted units which are insured by
6 the United States Department of Housing and Urban Development;

7 (e) owner-occupied buildings containing four (4)
8 residential rental units or less, wherein the owner or owners of
9 at least 50 percent of the fee interest in the building have
10 resided for at least six continuous months;

11 (f) newly constructed rental units for which a
12 certificate of occupancy was first issued after June 13, 1979;

13 (g) dwelling units in a building which has undergone
14 substantial rehabilitation completed after June 13, 1979;
15 provided, however, that RAP rental units are not subject to this
16 exemption.

17 Section 1.16 Substantial Rehabilitation

18 "Substantial rehabilitation" means the renovation,
19 alteration or remodeling of residential units of 50 or more years
20 of age which have been condemned, or which require substantial
21 renovation in order to conform to contemporary standards for
22 decent, safe and sanitary housing. Substantial rehabilitation
23 may vary in degree from gutting and extensive reconstruction to
24 extensive improvements that cure substantial deferred
25 maintenance. Cosmetic improvements alone such as painting,
26 decorating and minor repairs, or other work which can be
27 performed safely without having the units vacated, do not qualify
28 as substantial rehabilitation.

Improvements will not be deemed substantial unless the cost of the work exceeds the greater of the following: (1) fifty percent (50%) of the total purchase price of the building, (2) fifty percent (50%) of the current assessed value of the building, or (3) an average unit cost of \$16,000 for buildings of two to four total units, and \$14,000 for buildings of five to ten total units, and \$12,000 for buildings of eleven total units or more.

Section 1.17 Tenant's Utilities

For the purpose of Ordinance Section 37.2(o) and Section 4.11 of these Rules, "Tenant's Utilities" means charges for natural gas or electricity provided by Pacific Gas and Electric Company directly to the unit occupied by the tenant or to the building in which the unit is located and benefitting the tenant, whether paid by the tenant alone, by the landlord alone, or part by the tenant and part by the landlord.

Section 1.18 Wrongful Eviction

"Wrongful Eviction" means the serving of a notice to quit a rental unit, the making of a demand for possession of a rental unit, or the prosecution of an Unlawful Detainer action in violation of the Ordinance.

PART 2 BOARD ORGANIZATION AND PROCEDURES

Section 2.10 Election of Officers

(Amended 2/2/84; effective 3/1/84)

The members of the Board, not including alternates, shall elect from among themselves a President and Vice-President for a term not to exceed one year. The election of each officer shall require a vote of the majority members. At the end of his or her

1 one year term, neither the President or Vice-President will be
2 eligible to hold the same office until at least one year after
3 the expiration of their term.

4 The election of officers may be held at a regular or
5 special meeting of the Board, provided notice of such an election
6 is mailed to the members and alternates at least ten (10) days
7 prior to the meeting at which the election will be held. The
8 President or any two members may call a special meeting for the
9 election of officers, if needed, or call for such an election at
10 a regular Board meeting, provided the notice required in this
11 section is given.

12 Section 2.11 Board Alternates

13 Alternates may participate in discussion and
14 deliberations but will only be allowed to vote when the member
15 for whom the alternate serves as alternate is not present or has
16 been excused from consideration of or voting on a matter by the
17 Board.

18 Section 2.12 Decisions by the Board

19 A decision of the Board shall require a majority of all
20 the members of the Board. All decisions of the Board shall be
21 recorded by roll call vote and a record of such actions shall be
22 available to the public. Each member present at a meeting shall
23 vote either for or against any question put to a vote, unless
24 excused from voting by a motion adopted by a majority of the
25 members present.

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Section 2.13

Board Meetings

The Board shall meet on the first Tuesday of each month at 5:30 p.m. at Room 1195, the State Building, 350 McAllister Street, San Francisco, California, 94102, except when that day falls on a legal holiday, the meeting shall be held the following day. The Board shall meet on subsequent Tuesdays of the month and such other times only as necessary to stay current with the workload or tend to administrative matters. Special meetings may be held any time, upon compliance with Charter provision 3.500. Meetings shall be open to the public, except that any member may require that matters for which meetings in executive session are allowed by law be discussed and considered in executive session, provided all votes of the members shall be matters of public record.

Section 2.14

Agenda

Except for meetings in executive session, the agenda for each meeting of the Board shall be sent to each member and alternate with notice of the meeting. Notices of meetings and agendas shall be prepared and filed with the Public Library in the manner and within the times required by law. Matters on any meeting's agenda may be considered and decided out of the order on which they appear on the agenda upon approval of the members present. Except where prohibited by public notice requirements, the Board may, at any meetings, consider and decide matters not on the agenda for that meeting if the members present unanimously approve.

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1 Section 2.15

Per Diem Compensation

2 Each member shall receive \$75.00 for each Board meeting
3 attended if the meeting lasts for six hours or more in a single
4 twenty-four hour period, \$50.00 if the meeting lasts from two up
5 to six hours in a single twenty-four hour period, and \$25.00 if
6 the meeting lasts two hours or less in a single twenty-four hour
7 period. If a member or the alternate is not in attendance for an
8 entire meeting, compensation shall be determined by reference to
9 the actual aggregate time the member or alternate was not excused
10 and was acting as a voting member.

11 Section 2.16 Financial Disclosure and Conflict of

12 Interest Statement

13 Pursuant to the conflict of interest code adopted by the
14 Board pursuant to Government Code Section 87300 and approved by
15 the Board of Supervisors, all members shall disclose all present
16 holdings and interests in real property, including interests in
17 corporations, trusts, or other entities eith real property
18 holdings, in accordance with applicable state law.

19 Section 2.17

Conflict of Interest

20 No member of the Board or member of the staff of the
21 Board may participate in the consideration or decision of any
22 case in which such person has any personal interest, including an
23 equity interest, an interest as a landlord, tenant or management
24 person, or is related by blood or marriage or adoption to a
25 landlord or tenant involved.

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1 Section 2.18 Waiver of Regulations

2 The Board may grant exception to these regulations for
3 good cause shown in the interest of justice and to prevent
4 hardship.

5 Section 2.19 Advisory Opinions

6 No advisory opinion, oral or written, shall be given by
7 the Board, or any of its members, except upon the vote of a
8 majority of the Board.

9 Section 2.20 Index of Decisions

10 The Board shall establish and continuously maintain a
11 file of decisions and opinions issued by hearing officers and the
12 Board, properly indexed as to subject matter and available for
13 public inspection in the Board office between the hours of 9 a.m.
14 noon and 1 - 5 p.m. on weekdays, excluding holidays except
15 Tuesday and Thursday. Copies of decisions and opinions may be
16 reproduced at the expense of the person requesting the copies, at
17 a price equal to the cost of such reproduction to the Board, as
18 determined by the Executive Secretary. Funds so received shall
19 be deposited with the Controller.

20 PART 3 FEES

21 Section 3.10 Amount of Fees

22 (a) Landlord Petition for Arbitration

23 The filing fee shall be \$15.00 for each rental unit
24 included in the petition, but not to exceed \$150.00 for any
25 single petition. A separate petition shall be filed for each
26 individual building. If the landlord files an application for
27 certification (Part 7) and wishes to consolidate his landlord's

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1 petition with the application, the filing fee will be only that
2 set forth in Section (b) below.

3 (b) Landlord Application for Certification of Capital
4 Improvements, Rehabilitation, and/or Energy Conservation Work, or
5 Substantial Rehabilitation Certification

6 The filing fee shall be computed in three parts:

7 (1) For each building for which the landlord
8 seeks to pass on the cost of capital improvements,
9 rehabilitation, and/or energy conservation work,
10 or substantial rehabilitation certification, there
11 shall be deposited with the Rent Board by the
12 landlord an amount which shall cover the cost of
13 hiring an estimator. This cost shall be based on
14 the actual cost of hiring the estimator. These
15 costs shall be posted at the Rent Board. If an
16 estimator is not used, this portion of the fee
17 shall be returned to the applicant.

18 (2) In addition to the estimator's fee set forth
19 above, the landlord shall also pay \$15.00 per
20 unit, maximum or \$150.00, to cover cost of
21 processing the application.

22 (3) Further, depending on the number of units in
23 the building for which the landlord seeks
24 certification, there shall be an additional charge
25 of the following to cover hearing officer fees:

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(1)	1	-	10 units	=	\$ 30.00
(2)	11	-	25 "	=	\$ 60.00
(3)	26	-	50 "	=	\$ 90.00
(4)	51	-	100 "	=	\$120.00
(5)	101	+	"	=	\$150.00

(c) Tenant Petition for Arbitration

The filing fee shall be \$10.00 for each tenant petition.

(d) Appeals

The filing fee shall be \$10.00 for each rental unit.

Section 3.11 Waiver of Fees

The filing fees required of tenants in Section 3.10 shall be waived for an individual who files an affidavit under penalty of perjury stating that he or she is an indigent person who does not have and cannot obtain the money to pay the filing fee without using money needed for necessities of life.

Section 3.12 Deposit of Fees

Fees shall be paid by check or money order payable to the Residential Rent Stabilization and Arbitration Board. Fees collected by the Rent Board shall be deposited with the Controller and credited to the appropriate fund.

PART 4 RENT INCREASES NOT REQUIRING APPROVAL BY THE RENT BOARD

Section 4.10 Notice

(Amended 2/21/84; effective 3/1/84)

a) Those landlords not seeking a rental increase which exceeds the limitations set forth in Section 37.3 of the Rent Ordinance shall inform the tenant in writing on or before the date the notice is given of the following:

1 (1) Which portion of the rent increase reflects
2 the annual increase;

3 (2) which portion of the rent increase reflects
4 banking claimed by the landlord pursuant to
5 Section 4.13(b) of these Rules;

6 (3) which portion of the rent increase reflects
7 the costs of capital improvements, rehabilitation,
8 and/or energy conservation work which have been
9 certified;

10 (4) which portion of the rent increase reflects
11 the pass-through of charges for gas and
12 electricity, which charges shall be explained;

13 (5) which portion of the rent increase reflects
14 the amortization of a RAP loan.

15 b) Any rent increase which does not conform with the
16 provisions of this section shall render the entire rent increase
17 null and void, unless the amount requested equals the allowable
18 annual rent increase, or a lesser amount.

19 c) To be effective, any rent increase notices given
20 on or after March 1, 1984 must conform with the provisions of
21 4.10(a). If, however, the landlord serves a notice of rent
22 increase prior to March 1, 1984 and it takes effect on or after
23 that day, the following rules shall apply:

24 (1) Notices which requested an increase above
25 seven percent (7%) without filing a landlord's
26 petition will remain null and void in their
27 entirety;

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1 (2) if the landlord has filed a petition for an
2 amount above seven percent (7%) based on Sections
3 6, 7, or 8 of these Rules, the correct annual
4 increase will be effective as of the date the
5 notice given was to become effective and;

6 (3) notices which request an increase of seven
7 percent (7%) or less without filing a landlord's
8 petition, will only be null and void as to that
9 portion which exceeds the allowable annual rent
10 increase.

11 Section 4.11 Computation of Passthrough of Gas and Electricity

12 a) No landlord may pass-through any increase in the
13 cost of the utilities to a tenant until the tenant has occupied
14 one or more units in the subject building for one continuous
15 year. Each utility pass-through may be charged to the tenant
16 only at the time of a rent increase anniversary.

17 b) Where a landlord pays utilities and seeks to pass
18 through to the tenant an increase based on increased cost of
19 those utilities, the landlord shall calculate the amount of such
20 increase using the following method:

21 1) Calculate the sum of utility cost for the
22 twelve PG&E bills received in calendar year 1981.
23 This sum will be referred to as "total current
24 utilities."

25 2) Calculate the sum of utility cost for the
26 twelve PG&E bills received in calendar year 1980.
27 This sum will be referred to as "total comparison
28 utilities."

1 3) Subtract total comparison utilities from total
2 current utilities and divide the result by 12 to
3 determine the average monthly utility increase (or
4 decrease) for the entire building. Divide this
5 amount by the number of rooms in the building.

6 4) Multiply the per-room monthly increase (or
7 decrease) by the number of rooms in each tenant's
8 unit: single rooms without kitchens count as one
9 (1) room unit; studios are two (2) room units; one
10 (1) bedrooms without a separate dining room are
11 three (3) room units, and so on.

12 c) Nothing in this section or in these Rules and
13 Regulations shall be interpreted as requiring any landlord to
14 pass through any utility increase or raise any tenant's rent.
15 However, where the utility costs decrease in years subsequent to
16 the passing through of an increase, the tenant must be given the
17 benefit of such decrease calculated in the same manner as any
18 increase passed through under Ordinance Section 37.2(n). A
19 tenant may petition the Board for an arbitration hearing whenever
20 a pass-through charge has been noticed and the tenant protests
21 the amount being charged or the calculation procedure being used
22 by the landlord.

23 d) Wherever the situation exists that prior to
24 January 1, 1982 the landlord had elected a utility pass-through
25 calculated under the previously approved method, the following
26 step shall be followed to convert to the new method:

27 1) Where the utility pass-through recalculation
28 is due to occur before the rent is to be

1 increased, the landlord shall notify the tenant(s)
2 that the current pass-through will remain in
3 effect until such time as the pass-through is
4 recalculated using the 1980-1981 periods and to
5 coincide with a rent increase anniversary.

6 2) Where the rent increase is due to occur before
7 the pass-through is to be recalculated under the
8 old system, the landlord shall recalculate using
9 the new system described above in order to
10 coincide the utility pass-through increase (or
11 decrease) with a rent increase anniversary.

12 e) Subsequent pass-throughs shall be determined by
13 the same procedure as outlined in subsection (c) above by using
14 each following calendar year's utility cost to calculate "total
15 current utilities."

16 f) If the method set forth for calculation of an
17 increase (or decrease) in utilities in subsection (c) or
18 subsection (e) of this Section cannot be applied for reasons
19 beyond the control of the landlord, and in the absence of a
20 relevant agreement between the landlord and the tenant, the
21 landlord may petition the Board for an arbitration hearing to
22 establish an appropriate alternative method.

23 g) The amount due from the tenant for any utilities
24 pass-through shall be due on the same date as a rent payment
25 normally would be due.

26 h) No amount passed through to the tenant as a
27 utility increase shall be included in the tenant's base rent for

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1 purposes of calculation of the amount of rent increases allowable
2 under the Ordinance and these Rules and Regulations.

3 i) The provisions of this Section shall be deemed a
4 part of every rental agreement or lease, written or oral, for the
5 possession of a rental unit subject to the Ordinance unless the
6 landlord and tenant agree that the landlord will not pass through
7 any utility increases, in which case such agreement will be
8 binding on the landlord and on any successor owner of the
9 building.

10 j) Where a utility increase has been lawfully passed
11 through to the tenant, a change in the ownership of the building
12 in which the tenant's unit is located, will not affect the
13 tenant's liability to pay the amount passed through or the
14 tenant's entitlement to the benefit of decreases in the utilities
15 costs.

16 Section 4.13 Banking

17 (a) A landlord who refrains from imposing an annual
18 rent increase, or any portion thereof, may accumulate said
19 increase and impose that amount on the tenant's subsequent rent
20 increase anniversary date. Only those increases which could have
21 been imposed on, or subsequent to, April 1, 1982, may be
22 accumulated. A full 12 months must have elapsed from the date
23 that an annual rent increase or a portion thereof, could have
24 been imposed before this banking section becomes applicable.

25 (b) A landlord who, between April 1, 1982 and February
26 29, 1984, has banked an annual seven percent (7%) rent increase
27 (or rent increases) or any portion thereof, may impose the

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1 accumulated increase on the tenant's subsequent rent increase
2 anniversary dates.

3 (c) In order to impose an accumulated rent increase
4 the landlord shall: (1) inform the tenant, on or before the date
5 upon which the landlord gives the tenant legal notice, which
6 portion of the rent increase reflects banked amount, and (2) the
7 dates upon which said banked amount is based.

8 PART 5 LANDLORD PETITION FOR ARBITRATION

9 Section 5.10 Who must file

10 Landlords who seek to impose rent increases which exceed
11 the rent increase limitations set forth in Section 4 above, must
12 petition for an arbitration hearing.

13 Section 5.11 Information to Accompany Landlords'
14 Petition

15 Petitions shall be filed on a form supplied by the
16 Board. The petitions shall be accompanied by: 1) a statement as
17 to why the landlord believes a rent increase should be allowed,
18 together with supporting documentation; 2) the landlord shall
19 also submit sufficient copies of the petition for distribution to
20 each tenant.

21 Section 5.12 Time of Filing Petition

22 The landlord must file a petition before giving legal
23 notice of a rent increase which exceeds the limitations set forth
24 in Part 4 above. The notice shall be in conformance with the
25 requirements set forth in Section 4.10 and shall further include
26 the dollar amount requested which exceed those limitations. The
27 petition may be filed at any time during the calendar year.

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1 Section 5.13

2 Imposition of Rent Increases Granted
3 by the Hearing Officer

4 Once a completed petition has been filed, the landlord
5 may serve a legal notice of the proposed rent increase. That
6 portion of the requested rental increase which exceeds the
7 limitations set forth in Section 4 above shall be inoperative
8 until a decision by the hearing officer is rendered. A landlord
9 may choose instead not to serve legal notice of a proposed rent
10 increase until after the decision of the hearing officer is
11 rendered. In any event, except in extraordinary circumstances as
12 determined by the Board, no rent increase granted by the hearing
13 officer shall become effective until the tenant's anniversary
14 date. For example:

15 (a) Tenant's anniversary date is June 1, landlord
16 seeks to impose a rent increase exceeding the limitations
17 set forth in Part 4 above on that date. Landlord files a
18 petition during the month of April and on May 1, gives
19 tenant legal notice of the rent increase. That portion
20 of the increase which exceeds the limitations is
21 inoperative until the hearing officer renders his or her
22 decision on June 15. The requested increase is granted
23 effective as of June 1. The tenant is ordered to pay the
24 increase as well as the amount owing, on July 1.

25 (b) Tenant's anniversary date is June 1, and on that
26 date, tenant received a 4 percent rent increase. On
27 August 10, landlord files a petition seeking approval to
28 impose a rent increase based upon increased costs. A
 hearing is held October 1, and the requested increase is

1 approved on October 15, landlord gives legal notice on
2 April 1, of the approved rent increase to take effect on
3 June 1.

4 PART 6 RENT INCREASE JUSTIFICATIONS

5 (Amended Feb. 21 1984; effective for those
6 petitions filed on or after March 1, 1984)

7 Section 6.10 Operating and Maintenance

8 Except in extraordinary circumstances, the following
9 guidelines shall apply to increases based upon Operating and
10 Maintenance expenses:

11 (a) A rent increase may be considered justified if it
12 is found that the aggregate cost of operating and maintenance
13 expenses (including but not limited to real estate taxes, water,
14 sewer service charge, janitorial service, refuse removal,
15 elevator service, security system and debt service) has increased
16 over the 12 months immediately preceding the date of filing the
17 petition (adjustment year), compared to the operating and
18 maintenance expenses incurred in the 12 months prior to the
19 adjustment year (comparison year).

20 To determine the per unit increase, this cost
21 increase is divided by 12 (months), then divided by the number of
22 units in the building.

23 (b) In the event that operating and maintenance
24 expenses have increased (as set forth above), a rent increase
25 based on these expenses will be allowed only if the per unit
26 increase amount exceeds that which has already been allowed by
27 the annual rent increase. If the per unit increase does not

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1 exceed the amount allowed by the annual rent increases, then only
2 the annual rent increase will be allowed.

3 (c) If the amount justified per unit exceeds the
4 tenant's annual rent increase, an additional increase may be
5 allowed. In no event shall this additional increase allowed for
6 operating and maintenance costs result in an increase which
7 exceeds the tenant's base rent by an additional 7 percent.

8 (d) However, when the unit is purchased after June 13,
9 1979, and this purchase occurs within two (2) years of the date
10 of purchase of the unit by the seller of the unit to the
11 landlord, consideration shall not be given to the portion of
12 increased debt service which results from a selling price which
13 exceeds the seller's purchase price by more than the percentage
14 increase in the CPI between the date of previous purchase and the
15 date of current sale plus the cost of capital improvements
16 rehabilitation and/or energy conservation work made or performed
17 by the seller.

18 (e) Generally, an increase in debt service as a result
19 of refinancing to obtain funds in excess of existing financing,
20 will only be considered as a justification for a rent increase if
21 the proceeds of the borrowing are reinvested in the building for
22 purposes of needed repairs and maintenance, or capital
23 improvements which increase the quality of the rental units. If
24 any of the proceeds are, however, used for capital improvements,
25 the limitations set forth in Part 7 below shall apply to that
26 portion.

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Section 6.11 Comparables

(Amended 2/28/84; effective 3/1/84)

(a) A rent increase may be considered justified, even in the absence of an increase in costs of operation and maintenance expenses as limited in Section 6.10 above, if it is established that the rent for the unit is significantly below those of comparable units in the same general area as defined in Section 6.11(b) below, provided however, no rental increase in excess of the limitations on the basis of comparables alone shall be allowed which causes a tenant's rent to exceed sixty percent (60%) of the percentage increase in the CPI from the time of the tenant's last rent increase. Where the past history of rental increase is determined to have been higher than the CPI for the term of the tenancy, no increase in excess of the limitations shall be allowed.

(b) The length of occupancy of the current tenant, size and physical condition, and services paid for by the tenant are important factors (though not the exclusive ones) in determining whether or not a unit is "comparable" to another, as the term "comparable" is used in the Ordinance and in these Rules. Evidence of current market rent is relevant, but not conclusive, as to rent charged for comparable units. The issue of rent for comparable units may be raised by a landlord or a tenant and considered by the Board or its hearing officers as long as evidence of rent for comparable units includes reasonable units. "Perfect" comparability is not required.

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1 Section 6.12 Defenses

2 a) A rental increase may be considered not justified
3 if it is found that the tenant has requested the landlord to
4 perform ordinary repair, replacement, and maintenance in
5 compliance with applicable state and local law and the landlord
6 has failed to perform such work.

7 b) Where the Board or its hearing officers find that
8 the landlord has imposed a rent increase in violation of Section
9 37.3 of the Ordinance, the increase so imposed shall be denied.

10 PART 7 LANDLORD APPLICATIONS FOR CERTIFICATION OF CAPITAL
11 IMPROVEMENTS, REHABILITATION, AND/OR ENERGY
12 CONSERVATION WORK.

13 Section 7.10 Filing

14 (a) Those landlords who seek to pass through the cost
15 of capital improvements, rehabilitation and/or energy
16 conservation work must file an application for certification on a
17 form prescribed by the Board and accompanied by the appropriate
18 filing fee as set forth in Section 3.10(b) above.

19 (b) Information to Accompany Landlord's Application

20 The application shall be accompanied by: (1) copies of
21 the application in sufficient number to distribute to each of the
22 tenants named in the application, plus one additional copy for
23 the estimator; (2) two copies of all claimed invoices, signed
24 contracts, and cancelled checks substantiating the costs claimed;
25 (3) if claim is made for uncompensated labor, the application
26 shall include a copy of a log of dates on which the work was
27 performed; (4) copies of each building permit for the work
28 claimed and a certificate of completion.

1 (c) Time of Filing Application and Notice

2 The landlord must file an application before giving legal
3 notice of a rent increase. The notice shall be in conformance
4 with the requirements set forth in Section 4.10 above and shall
5 further include the dollar amount requested based on the
6 amortization of the work performed. This increase shall be
7 inoperative unless and until the application is approved by the
8 hearing officer. Any amounts approved by the hearing officer
9 shall relate back to the effective date of the legal notice, if
10 given.

11 If the landlord sends a notice of rent increase based on
12 capital improvements without first filing an application for
13 certification, the increase shall be null and void. In order to
14 be able to pass through these amounts, an application must first
15 be filed and then a new notice sent.

16 Section 7.11 Inspection of the Building

17 If the Board or its Executive Secretary determines that
18 inspection by a qualified estimator of the building is necessary
19 to determine whether the application shall be approved, the
20 landlord and tenants shall provide entry to the Rent Board's
21 representative at a convenient time during normal business hours.

22 (a) The necessity for use of an estimator in a
23 particular case may be determined after consideration of
24 the following factors, among others:

- 25 (1) The cost of the work;
26 (2) the number of units;

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1 (3) complexity of the work performed;

2 (4) objections made pursuant to Section 7.15
3 below.

4 (b) A qualified estimator is a person:

5 (1) Who is not a San Francisco city employee; but

6 (2) who is selected by the Rent Board or the
7 Executive Secretary because he or she is qualified
8 and experienced in the area of residential
9 rehabilitation, such as a member of the American
10 Society of Estimators, subscribing to its Code of
11 Professional Ethics and Standards of Professional
12 Conduct. The estimator shall operate under the
13 direction of the Board or its Executive Secretary.

14 Section 7.12

Allocation of Cost of Improvements or
15 Work to Individual Units

16 (a) The cost of capital improvements, rehabilitation,
17 and/or energy conservation work shall be allocated to each unit
18 in the building. The method used for cost allocation shall be
19 that which most reasonably takes into account the extent to which
20 each unit benefits from the improvements or work. Methods which
21 may be appropriate, depending on the circumstances, include
22 allocation based on the square footage in each unit, allocation
23 based on the rent paid for each unit, and equal division among
24 all units. Where the improvements do not benefit all units, only
25 those benefitted may be charged the additional rent. For
26 example, if a new roof were installed, the rents of all units in
27 the building may be raised to cover the cost. But if, in
28 addition, a new floor had been installed in one unit, that unit

1 would be charged its proportionate share of the roof cost plus
2 the cost of the new floor. Costs attributable to units where the
3 rent cannot be raised (because of a lease restriction, owner
4 occupancy, or other reason) may not be allocated to the other
5 units. Costs attributable to routine repair and maintenance
6 shall not be certified but shall be considered part of the costs
7 of operating and maintenance.

8 (b) Effect of Vacancy on Rent Increases Requested for
9 Capital Improvements

10 If a unit becomes vacant and is rerented after completion
11 of capital improvements, rehabilitation, and/or energy
12 conservation work listed in an application for certification, no
13 additional rent will be allowed on the unit based on the
14 improvements or work since the landlord has the opportunity to
15 bring the unit up to market rent at the time the unit is
16 rerented. This section also applies to those units rented within
17 six months of the commencement of work for which an application
18 for certification is filed, provided that ownership has not
19 changed in that period.

20 (c) Amortization Periods

21 Costs shall be amortized on a straight line basis over a
22 seven or ten-year period depending upon which category described
23 below most closely relates to type of improvement or work and its
24 estimated useful life.

25 SCHEDULE I - SEVEN YEAR AMORTIZATION

26 The following shall be amortized over a 7 year period:

27 Appliances, such as new stoves, disposals, refrigerators,
28 washers, dryers and dishwashers; fixtures, such as garage door

1 openers, locks, light fixtures, water heaters and blankets,
2 shower heads, time clocks and hot water pumps; and other
3 improvements, such as carpeting, linoleum, and exterior and
4 interior painting of common areas. If the appliance is a
5 replacement for which the tenant has already had the benefit, the
6 cost will not be amortized as a capital improvement, but will be
7 considered part of operating and maintenance expenses.

8 Appliances may be amortized as capital improvements when
9 (1) part of a remodeled kitchen; (2) based upon an agreement
10 between the tenant and landlord; and/or (3) it is a new service
11 or appliance the tenant did not previously have.

12 SCHEDULE II - TEN YEAR AMORTIZATION

13 Major improvements to the structure of the building such
14 as: new foundation, new floor structure, new ceiling or walls -
15 new sheetrock, new plumbing (new fixtures, or piping,) new
16 weatherstripping, ceiling insulation, seals and caulking, new
17 furnaces and heaters, new wiring, new stairs, new roof structure,
18 new roof cover, new window, fire escapes, central smoke detection
19 system, new wood or tile floor cover, new partitioning sprinkler,
20 boiler replacement, air conditioning-central system, exterior
21 siding or stucco, elevators, and/or additions such as patios or
22 decks, central security system, new doors, new mail boxes, new
23 kitchen cabinets, or sinks, shall be amortized over ten years.

24 Section 7.13 Valuation of Uncompensated Labor

25 Any uncompensated labor (i.e., labor performed for no
26 remuneration of any kind) performed on capital improvements,
27 rehabilitation, or energy conservation work shall be valued at
28 prevailing labor rates. The craft classification to be employed

1 shall be that of laborer unless the uncompensated worker is
2 licensed in the particular craft for which credit is being
3 claimed.

4 Section 7.14 Allowance of Interest

5 Interest on money paid, whether imputed or real, for
6 capital improvements or rehabilitation work shall be limited to
7 10 percent and shall be amortized over a period equal to the
8 amortization period of the improvement.

9 If the interest is less than 10 percent due to
10 governmental or any other subsidy or guarantee, that shall be the
11 interest rate amortized as provided for in this section.

12 Section 7.15 Tenant Objections

13 Tenant's objections may be on the basis that the work
14 claimed to be performed was not performed, that the work
15 performed was necessitated by the current landlord's deferred
16 maintenance resulting in a code violation, that the costs claimed
17 are not true or reasonable costs, or some other reasons. The
18 tenant shall include as much documentation to support the
19 objection as the tenant has reasonably available.

20 Allowance for the cost of equipment, fixtures, and
21 improvements in an individual unit shall not be made if the
22 tenant has objected in writing to the installation unless the
23 landlord can establish that the existing equipment, fixtures, or
24 improvements need replacement for reasons of health or safety or
25 because of excessive maintenance cost. Failure of the tenant to
26 give written objections does not prejudice the tenant's right to
27 raise these objections at a hearing, or when the landlord seeks
28 to have the capital improvements certified.

1 Section 7.16 Base Rent

2 For purposes of calculating future rent increases, base
3 rent shall not include any costs for capital improvements,
4 rehabilitation, or energy conservation measures which have been
5 certified.

6 PART 8 LANDLORD APPLICATION FOR CERTIFICATION OF
7 SUBSTANTIAL REHABILITATION

8 Section 8.10 Who Must File

9 Landlords who seek to obtain certification of substantial
10 rehabilitation for exemption from Chapter 37 of the San Francisco
11 Administration Code must apply for a certification hearing with
12 the Rent Board.

13 Section 8.11 Time of Filing Application

14 After receipt of a final notice of completion from the
15 Department of Public Works, the landlord seeking exemption must
16 file application for certification.

17 Section 8.12 Application for Certification

18 Application for certification shall be filed on a form
19 provided by the Rent Board.

20 The application shall include:

21 (1) A tenant history, including the names of all tenants
22 in possession at the time substantial rehabilitation was
23 noticed, their last known address, their rent at the time
24 they left voluntarily or were evicted, which tenants were
25 evicted, the names and unit number of any current tenants
26 and their current rents;

27 (2) A detailed description of the substantial
28 rehabilitation work itemizing all costs, including but

1 not limited to site improvements, paving and surfacing,
2 concrete, masonry, metals, wood and plastic, thermal and
3 moisture protection, doors and windows, finishes,
4 specialties, equipment, furnishings, conveying systems,
5 mechanical and electrical work;

6 (3) Evidence that the building is over 50 years old;

7 (4) A determination of condemnation, and/or

8 (5) A determination by the Department of Public Works
9 that the premises were ineligible for a permit of
10 occupancy;

11 (6) A current abstract of title;

12 (7) A complete inspection report issued by the
13 Department of Public Works made prior to the commencement
14 of rehabilitation work;

15 (8) Proof of purchase price;

16 (9) Final notice of completion from the Department of
17 Public Works;

18 (10) Copies of eviction notices to prior tenants;

19 (11) Copies of invoices, bids and cancelled checks
20 substantiating the costs claimed;

21 (12) Sufficient copies of the petition for distribution
22 to each tenant;

23 (13) Copy of the current assessment;

24 (14) If claim is made for uncompensated labor, the
25 application shall include a log of dates on which the
26 work was performed, number of hours of work and
27 description of the work performed, and, if claim is made
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1 for electrical or plumbing work, a copy of the worker's
2 contractors license.

3 Section 8.13 Fees

4 See Section 3.10(b) above.

5 Section 8.14 Notification of Tenants

6 Upon receipt of a completed application, the Rent Board
7 shall notify the tenant or tenants of the subject unit or units
8 by mail, of the receipt of such application. The notice shall
9 also state that the tenant has a right to attend a hearing
10 regarding the application. The Board shall calendar the petition
11 for hearing before a designated hearing officer and shall give
12 written notice of the date to the parties at least ten (10) days
13 prior to the hearing.

14 Section 8.15 Valuation of Uncompensated Labor

15 See Section 7.13 above.

16 Section 8.16 Inspection of Building

17 See Section 7.11 above.

18 Section 8.17 Tenant Objections

19 Tenant's objections may be on the basis that the work
20 claimed to be performed was not performed, that the work
21 performed was necessitated by the current landlord's deferred
22 maintenance resulting in a code violation, that the costs claimed
23 are not true or reasonable costs, or that the work done was not
24 principally directed to code compliance. The tenant shall
25 include as much documentation to support the objection as the
26 tenant has reasonably available.

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1 PART 9 TENANT SUMMARY PETITIONS

2 Section 9.10 Grounds for Summary Petitions

3 (a) Tenants may file a summary petition if the
4 landlord gives a rent increase which fails to comply with
5 the provisions set forth in Section 37.3 of the Ordinance.

6 (b) Summary petitions shall be filed on a form to be
7 supplied by the Board. The petitions shall be
8 accompanied by:

9 (1) A copy of the landlord's notice of rent
10 increase;

11 (2) a copy of any notification from the
12 Department of Real Estate or the Rent Board which
13 certified a rent increase based on capital
14 improvements, rehabilitation, and/or energy
15 conservation work; and

16 (3) a statement as to why the tenant believes the
17 rent increase should not be allowed, together with
18 any supporting documentation.

19 (c) Any rent increase which does not conform with the
20 provisions of Section 37.3 of the Rent Ordinance shall be
21 null and void.

22 PART 10 TENANT PETITION FOR ARBITRATION

23 Section 10.10 Decrease in Services

24 (a) A tenant may petition for a reduction of base rent
25 where a landlord has substantially decreased housing services
26 without a corresponding reduction in rent.

27 (b) Petition for arbitration based on decreased
28 services shall be filed on a form supplied by the Board. The

1 Petition shall be accompanied by a statement setting forth the
2 nature and value of the service for which the decrease is being
3 sought, and the date the decrease began and ended, if applicable.

4 Section 10.11 Failure to Perform Ordinary Repair
5 and Maintenance

6 (a) A tenant may petition for a denial of any increase
7 (except certified capital improvements, rehabilitation, and/or
8 energy conservation work) if the landlord has failed to perform
9 requested repair, replacement or maintenance, as required by
10 state and local law.

11 (b) Petitions based on the above grounds must be
12 accompanied by a statement of the nature, and extent of the
13 necessary repairs and/or maintenance together with supporting
14 documentation.

15 Section 10.12 Documentation of Gas and Electrical
16 Increases.

17 (a) A tenant may petition for an arbitration hearing
18 if the landlord has failed to provide the tenant with a clear
19 explanation of the charges for gas and electricity on which an
20 increase is being based.

21 (b) The landlord shall have the burden of proving the
22 calculations upon which this increase is based.

23 (c) A petition based on this section shall be
24 accompanied by the notice of increase.

25 PART 11 HEARINGS

26 Section 11.10 Time of Hearing; Consolidation

27 Within a reasonable time following the filing of a
28 petition and payment of the filing fee, if required, the petition

1 shall be referred to a hearing officer. That hearing officer
2 shall hold the hearing within forty-five (45) days of the date of
3 the filing of the petition. Where petitions are filed by or for
4 tenants of a single housing complex, and there are common
5 material issues of law or fact, those petitions shall be
6 consolidated for hearing, unless to do so would be unfair to
7 either party. Written notice of the hearing, by mail, shall be
8 given at least ten (10) days prior to the date of the hearing. A
9 declaration under penalty of perjury stating the date and place
10 of the mailing of such notice and stating to whom and at what
11 addresses the notice was sent shall be retained in the file of
12 each case.

13 Section 11.11 Notice of Hearing; Response

14 Written notice of the hearing shall be given by mailing a
15 notice stating the date, time, and place of the hearing and
16 generally describing what will take place, who has the burden of
17 proof and the types of evidence likely to be useful at the
18 hearing to the responding party. The responding party may file
19 at the Board office a written response to the petition at any
20 time before the hearing. Any response so filed may not be
21 considered as evidence and is not a substitute for appearance at
22 the hearing. If a response has been filed, the hearing officer
23 shall give the petitioner a reasonable opportunity to review it
24 and to respond to it as argument by the respondent.

25 Section 11.12 Notice to Attorney

26 Whenever any document other than evidence containing the
27 attorney's name, address, and telephone number is filed by an
28 attorney on behalf of a party, or whenever any party so requests

1 in a notice signed and dated by the party and giving the name,
2 address, and telephone number of the party's attorney, all
3 notices sent by the Board thereafter shall be sent to the party's
4 attorney instead of the party. Notices will not be sent both to
5 the party and to the attorney. A request to send notices to a
6 party's attorney may be withdrawn at any time by a written notice
7 to that effect signed and dated by the party and filed with the
8 Board.

9 Section 11.13 Continuances

10 The hearing officer may grant a continuance of a hearing
11 only for good cause and in the interest of justice. "Good cause"
12 shall mean the illness of a party, employment or travel outside
13 of San Francisco scheduled before the receipt of notice of the
14 hearing, or other reason which make it impractical to appear on
15 the scheduled date. Mere inconvenience or difficulty in
16 appearing shall not constitute "good cause." Parties may
17 stipulate to a continuance at any time, however.

18 Section 11.14 Absence of Parties

19 If a party fails to appear at a properly noticed hearing
20 or fails to file a written excuse for non-appearance prior to a
21 properly noticed hearing, the hearing officer may, as
22 appropriate: continue the case, decide the case on the record in
23 accordance with these rules; dismiss the case with prejudice; or
24 proceed to a hearing on the merits.

25 Section 11.15 Conciliation

26 Immediately prior to the hearing in any case, the hearing
27 officer shall make an earnest effort to settle the controversy by
28 conciliation. If the parties fail to settle their differences,

1 the hearing officer shall proceed with a hearing on the merits.
2 The hearing officer must fully inform the parties of their rights
3 under the Ordinance before any agreement becomes binding.

4 Section 11.16 Refusal of Hearing in Certain
5 Instances

6 (a) The hearing officer may dismiss any petition,
7 complaint or request without a hearing if the hearing officer
8 concludes that it is frivolous. The hearing officer shall file a
9 written statement with the Board setting forth the basis upon
10 which the decision rests.

11 (b) The hearing officer may decide any matter without
12 a hearing if it appears from the record prior to a hearing that
13 there is no genuine issue as to any material fact.

14 Section 11.17 Conduct of Hearing

15 Both parties may offer such documents, testimony, written
16 declarations or other evidence as may be pertinent to the
17 proceedings. All testimony shall be given under oath or
18 affirmation administered by the hearing officer. Neither party
19 shall have any rights of discovery except upon mutual agreement.
20 Rules of evidence shall not govern the introduction of evidence,
21 and the admissibility of testimony, documents or other materials
22 shall be totally within the discretion of the hearing officer.
23 Provided, however, no finding of fact shall be based solely on
24 hearsay evidence, unless such evidence would otherwise be
25 admissible under the California Evidence Code.

26 Section 11.18 Burden of Proof

27 In any proceeding before the Board or any hearing officer
28 thereof, the landlord shall have the burden of proving that an

1 increase in rent in excess of 7 percent is justified. The tenant
2 shall have the burden of proving: (1) Whether or not there has
3 been an increase in the dollar amount of the rent in excess of
4 the limitations; (2) there has been a rent increase due to
5 reduction in housing services without a corresponding reduction
6 in rent; and/or (3) a failure to perform ordinary maintenance and
7 repair as required under state and local law.

8 Section 11.19 Stipulations

9 The parties, by stipulation in writing filed with the
10 hearing officer, may agree upon the facts or any portion thereof
11 involved in the hearing. The parties may also stipulate as to
12 the testimony that would be given by a witness if the witness
13 were present. The hearing officer may require additional
14 evidence on any matter covered by stipulation.

15 Section 11.20 Record of Proceedings

16 All proceedings before the hearing officer or the Board
17 shall be recorded by tape or other mechanical means. The Board
18 may order a transcript thereof, provided the Board makes a copy
19 available to the parties at the parties' expense. A party may
20 order a transcript, provided that such party makes a copy for the
21 Board and offers a copy to the adverse party without charge.

22 Section 11.21 Party Use of Reporter

23 A party desiring to preserve a record of a proceeding may
24 employ a reporter, provided that copies of any transcript are
25 supplied to the Board and offered to the adverse party or parties
26 without charge.

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1 Section 11.22

2 Personal Appearances and
3 Representation by Agent

4 In any proceeding before the hearing officer or Board,
5 each party may appear personally or by an attorney, or by a
6 representative designated in writing by the party, other than an
7 attorney. Each party, attorney, other representative of a party,
8 and witness appearing at the hearing shall file a written notice
9 of appearance and oath with the hearing officer, which notice and
10 oath shall become part of the record. No exception to the rule
11 (11.17) against basing any Finding of Fact solely on hearsay
12 evidence inadmissible under the California Evidence Code will be
13 made on account of the absence of a party.

14 Section 11.23

15 Legal Representation or Assistance of
16 an Interpreter in Certain Cases

17 Both parties are entitled to legal representation at any
18 stage of the proceeding. If it shall appear to the hearing
19 officer that the issue or facts in a matter before him or her are
20 so involved or intricate that in the interests of justice, of
21 conserving time or of facilitating the preparation of an adequate
22 record, a party ought to be represented by an attorney or an
23 interpreter, the hearing officer may urge such party to procure
24 such services. If the party agrees to procure an attorney or an
25 interpreter, the hearing officer shall allow a party a reasonable
26 period of time to do so. When this occurs, the opposing party
27 shall be advised, and the matter may be continued for this
28 purpose. If the hearing officer determines that a party cannot
afford the services of an interpreter, the Board shall assist in
obtaining an interpreter or attorney at no cost to the party.

1 The term "interpreter" shall include persons trained in the
2 international language for the deaf.

3 Section 11.24 Decisions of the Hearing Officer

4 (a) The hearing officer shall make written findings of
5 fact and a written decision as to whether the noticed or proposed
6 rent increase exceeding the limitations of Section 37.3 is
7 justified. The decision of the hearing officer shall contain the
8 date upon which a rent increase or decrease shall become
9 effective.

10 (b) If a decrease in rent is granted, the hearing
11 officer shall state when the decrease commenced, the value of the
12 decrease and the nature of the service. The decision shall also
13 state to what amount the rent can be increased when, and if, the
14 service is restored.

15 (c) If an increase is denied for failure to perform
16 ordinary maintenance and repair, the hearing officer shall
17 specifically enumerate the repairs necessary, and the amount to
18 which the rent can be increased when those repairs are completed.

19 Section 11.25 Reimbursement

20 The hearing officer may allow the tenant to deduct the
21 amount actually paid as a filing fee from the rent due where the
22 tenant prevails at the hearing.

23 PART 12 LEGAL ACTIONS UNDER ORDINANCE SECTION
24 37.9(e)

25 Section 12.10 Reports of Alleged Wrongful
26 Evictions; Notice to Parties

27 The Board shall adopt a form for reports of alleged
28 wrongful evictions. Upon submission to the Board of a completed

1 Report of Alleged Wrongful Eviction, the Board shall send a
2 notice acknowledging receipt of the report and summarizing the
3 rights and responsibilities of landlords and tenants regarding
4 possession of, and eviction from, residential rental units and
5 unlawful detainer proceedings to both landlord and tenant,
6 without fee.

7 Section 12.11 Investigation of Reports of Alleged
8 Wrongful Eviction

9 The Executive Director shall investigate a Report of
10 Alleged Wrongful Eviction to determine if there is evidence of
11 any of the following:

12 (1) A landlord is evicting more than one tenant at
13 approximately the same time;

14 (2) that an eviction may be in retaliation for a
15 dispute arising from a tenant's exercising of his or her rights
16 under the Ordinance;

17 (3) that a dispute over the proper interpretation of
18 the Ordinance is involved in an eviction or eviction attempt;

19 (4) that after a tenant has been required to vacate a
20 rental unit, it appears that the eviction was effected by fraud
21 or in bad faith; or

22 (5) a policy issue of city-wide importance is raised.
23 If the Executive Director finds that none of the above acts of
24 unlawful eviction is met regarding a case of alleged wrongful
25 eviction, the tenant shall be informed of such decision
26 immediately and in writing.

27 Section 12.12 Hearing of Alleged Wrongful Eviction

28 If the Executive Director determines that there is

1 evidence of any of the acts of unlawful eviction set forth in
2 Section 12.11, the Executive Director shall mail a notice to the
3 complainant and to the allegedly wrongfully evicting landlord
4 that a hearing has been set before a hearing officer of the Board
5 at the date no less than five (5) and no more than twenty (20)
6 days from the date of mailing of the notice, to consider whether
7 or not the landlord has acted or is acting in violation of
8 Section 37.9(a) A copy of the tenant's Report shall be sent with
9 such notice to the landlord. Both landlord and tenant shall be
10 notified that they or their representatives may address the
11 hearing officer at such meeting on the question of the existence
12 or absence of a violation of Section 37.9(a) of the Ordinance,
13 may make sworn statements if they wish, and may invite witnesses
14 to speak on the matter.

15 At the conclusion of the hearing, the hearing officer
16 shall report to the Board a summary of the evidence produced at
17 the hearing. The Board may elect to hold additional hearings.
18 If the Board finds, by a vote of at least three (3) members, that
19 it appears there has been or there exists an eviction or
20 attempted eviction in violation of the Ordinance by the landlord,
21 the Board's public consideration of the matter shall end.
22 Thereafter, the matter shall be one of prospective or actual
23 litigation and shall be discussed in Executive Session unless,
24 and to the extent, the members unanimously approve public
25 discussion thereof. Notice of a decision by the Board to take no
26 action on an alleged wrongful eviction shall be sent to the
27 parties and such decision shall not prejudice a request by the

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1 tenant for further consideration upon the discovery of new
2 evidence.

3 Section 12.13 Legal Action

4 Where the Board first finds an eviction or attempted
5 eviction to be in violation of the Ordinance, the Board shall
6 decide whether or not to commence legal action against the
7 landlord requiring the vote of three (3) or more members.

8 Section 12.14 Definition of "Landlord" for Purposes
9 of Section 37.9(a)(8)

10 For purposes of an eviction under Section 37.9(a)(8) of
11 the Ordinance, the term "landlord" shall mean a natural person,
12 or group of natural persons.

13 Section 12.15 Rents on Re-Occupancy Following
14 Evictions Under Section 37.9(a)(11)

15 Where a tenant has vacated a unit to allow a landlord to
16 carry out capital improvements or rehabilitation work, pursuant
17 to Section 37.9(a)(11) of the Ordinance, the landlord shall
18 advise the tenant, in writing, immediately on completion of the
19 improvements, and shall allow the tenant to reoccupy the unit as
20 soon as the improvements or rehabilitation work is completed, and
21 shall not increase the rent for such reoccupancy by more than the
22 limitations set forth in Section 4 above.

23 0164A

24 March 1, 1984